

AN ORDINANCE approving the need for the City of Fort Wayne to lease 3,000 sq. feet of office space for the operation of the Department of Neighborhood Code Enforcement.

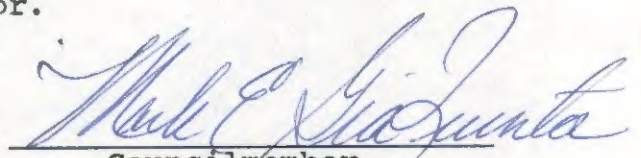
WHEREAS, the City of Fort Wayne has received a petition signed by fifty (50) or more taxpayers of the City of Fort Wayne requesting that the City of Fort Wayne lease 3,000 sq. feet of office space located at 321 E. Washington Boulevard, Fort Wayne, Allen County, Indiana, for the purposes of operating the City's Department of Neighborhood Code Enforcement; and

WHEREAS, I.C. 36-1-10-7 provides that the City may not lease such a structure until such time as the Common Council determines, after investigation, that the structure is needed.

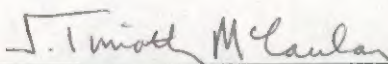
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. The Common Council of the City of Fort Wayne hereby determines, after investigation, that a need exists for the City of Fort Wayne to lease 3,000 sq. feet of office space at the location of 321 E. Washington Boulevard, Fort Wayne, Allen County, Indiana.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

Counterpart # 1

PETITION
FOR THE LEASE OF OFFICE SPACE
FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT

We, the undersigned taxpayers of the City of Fort Wayne, Indiana hereby request and petition that the City of Fort Wayne lease 3,000 square feet of office space as shown in Exhibit A attached hereto which office space is located at 321 East Washington Boulevard, Fort Wayne, Allen County, Indiana. Said office space is needed for the efficient operation of the Department of Neighborhood Code Enforcement.

PRINT NAME	SIGNATURE	ADDRESS	ZIP CODE	DATE
1 <u>DOUGLAS L. MILLER</u>	<u>Douglas L. Miller</u>	<u>6438 HACKBERRY DR</u>	<u>46825</u>	<u>OCT. 10-1989</u>
2 <u>JOYCE E. DRURY</u>	<u>Joyce E. Drury</u>	<u>2926 Kentucky Ave</u>	<u>46805</u>	<u>10 Oct '89</u>
3 <u>RAY KARST</u>	<u>Ray Karst</u>	<u>5208 HURST RD.</u>	<u>46845</u>	<u>Oct 10-'89</u>
4 <u>TOM STEELE</u>	<u>Tom Steele</u>	<u>2620 N. CLINTON</u>	<u>46816</u>	<u>OCT 10-89</u>
5 <u>MARY MAULLER</u>	<u>Mary Mauller</u>	<u>3414 Hobson Rd.</u>	<u>46805</u>	<u>10-10-89</u>
6 <u>William Mauller</u>	<u>William Mauller</u>	<u>2710 Charlotte</u>	<u>46805</u>	<u>10-10-89</u>
7 <u>DAN KNOCK</u>	<u>Dan Knock</u>	<u>6950 Hiltonia</u>	<u>46819</u>	<u>10-10-89</u>
8 <u>LARRY PAULS</u>	<u>Larry Pauls</u>	<u>1222 Pelham</u>	<u>46825</u>	<u>10-10-89</u>
9 <u>JOE DANE</u>	<u>Joe Dane</u>	<u>5415 RUSSA</u>	<u>46825</u>	<u>10/10/89</u>
10 <u>CHAS. N. BORDNER</u>	<u>Chas. N. Bordner</u>	<u>809 Elmore Dr.</u>	<u>46825</u>	<u>10/10/89</u>
11 <u>DORIS D. WILLIS</u>	<u>Doris D. Willis</u>	<u>2551 Terrace Rd.</u>	<u>46805</u>	<u>10-11-89</u>
12 <u>JANET K. HULL</u>	<u>Janet K. Hull</u>	<u>3511 Delray Dr.</u>	<u>46815</u>	<u>10/11/89</u>
13 <u>WILLIAM O. GURIN</u>	<u>William O. Gurin</u>	<u>2802 Selkirk</u>	<u>46807</u>	<u>10/11/89</u>
14 <u>ERNEST STANBURY</u>	<u>Ernest Stanbury</u>	<u>1708 W. Main</u>	<u>46808</u>	<u>10-11-89</u>
15 <u>REBECCA RAMSEY</u>	<u>Rebecca Ramsey</u>	<u>6511 Hackberry Dr</u>	<u>46825</u>	<u>10/11/89</u>
16 <u>DALLAS RAMSEY</u>	<u>Dallas R Ramsey</u>	<u>6511 HACKBERRY</u>	<u>46825</u>	<u>10/11/89</u>
17 <u>Pamela M. Young</u>	<u>Pamela M. Young</u>	<u>5205 Riverside Ave</u>	<u>46805</u>	<u>10/17/89</u>
18 <u>EUGENE E. GRILLO</u>	<u>Eugene E. Grillo</u>	<u>6002 Fitchburg</u>	<u>46815</u>	<u>10-17-89</u>
19 <u>DIANA L. SUTTER</u>	<u>Diana L. Sutter</u>	<u>15110 Comer Rd.</u>	<u>46819</u>	<u>10-17-89</u>
20 <u>John P. Diemer</u>	<u>John P. Diemer</u>	<u>16424 Holgate St.</u>	<u>46816</u>	<u>10-17-89</u>

Before me, the undersigned, a Notary Public in and for the said County and State, this 18th day of October 1989 personally appeared Douglas Miller and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 5-10 1993.

Carrier: Douglas Miller
(Print Name)

Date: Oct 18, 1989

Carrier: Douglas Miller
(Signature)

Notary: Sandra J. Gray
(Print Name)

Date: 10-18-89

Notary: Sandra J. Gray
(Signature)

County of Residence: Allen

OVER →

Counterpart # 2

PETITION
FOR THE LEASE OF OFFICE SPACE
FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT

We, the undersigned taxpayers of the City of Fort Wayne, Indiana hereby request and petition that the City of Fort Wayne lease 3,000 square feet of office space as shown in Exhibit A attached hereto which office space is located at 321 East Washington Boulevard, Fort Wayne, Allen County, Indiana. Said office space is needed for the efficient operation of the Department of Neighborhood Code Enforcement.

PRINT NAME	SIGNATURE	ADDRESS	ZIP CODE	DATE
1 <u>DAVID SEDESTROM</u>	<u>[Signature]</u>	<u>1613 CURDES</u>	<u>46805</u>	<u>10/9/89</u>
2 <u>Darlene Troendly</u>	<u>[Signature]</u>	<u>6603 Bittersweet Dr.</u>	<u>46825</u>	<u>10/10/89</u>
3 <u>SUSAN BARNES</u>	<u>[Signature]</u>	<u>1629 Lindenwood Ave.</u>	<u>46808</u>	<u>10/10/89</u>
4 _____	_____	_____	_____	_____
5 _____	_____	_____	_____	_____
6 _____	_____	_____	_____	_____
7 _____	_____	_____	_____	_____
8 _____	_____	_____	_____	_____
9 _____	_____	_____	_____	_____
10 _____	_____	_____	_____	_____
11 _____	_____	_____	_____	_____
12 _____	_____	_____	_____	_____
13 _____	_____	_____	_____	_____
14 _____	_____	_____	_____	_____
15 _____	_____	_____	_____	_____
16 _____	_____	_____	_____	_____
17 _____	_____	_____	_____	_____
18 _____	_____	_____	_____	_____
19 _____	_____	_____	_____	_____
20 _____	_____	_____	_____	_____

Before me, the undersigned, a Notary Public in and for the said County and State, this 17th day of October 1989 personally appeared DAVID SEDESTROM and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 7-26 1992

Carrier: DAVID K. SEDESTROM
(Print Name)

Date: 10/17/89

Carrier: [Signature]
(Signature)

Notary: DIANE C. BROWN
(Print Name)

Date: 10-17-89

Notary: [Signature]
(Signature)

County of Residence: _____

DIANE C. BROWN, Notary Public
Resident of Allen County
My Commission Expires 7-26-92

Counterpart # 3

PETITION
FOR THE LEASE OF OFFICE SPACE
FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT

We, the undersigned taxpayers of the City of Fort Wayne, Indiana hereby request and petition that the City of Fort Wayne lease 3,000 square feet of office space as shown in Exhibit A attached hereto which office space is located at 321 East Washington Boulevard, Fort Wayne, Allen County, Indiana. Said office space is needed for the efficient operation of the Department of Neighborhood Code Enforcement.

PRINT NAME	SIGNATURE	ADDRESS	ZIP CODE	DATE
1 ROSALIE E. HOLLMAN	<i>Rosalie E. Hollman</i>	6219 S. CALHOUN	46807	10/10/89
2 William R. Hollman	William R. Hollman	6219 S. CALHOUN	46807	10/11/89
3 William C. Endorf	<i>William C. Endorf</i>	6306 Southeast Rd	46816	10/11/89
4 Stacey Gatchell	<i>Stacey A. Gatchell</i>	16101 Oakmont Rd	46816	10/14/89
5 VERONICA GATCHELL	<i>Veronica Gatchell</i>	1839 DOMINION	46815	10/15/89
6 Clarence Gatchell	Clarence Gatchell	1839 Dominion Dr	46815	10/15/89
7 GARY GATCHELL	<i>G. Gatchell</i>	6101 OAKMONT	46816	10/15/89
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Before me, the undersigned, a Notary Public in and for the said County and State, this 16th day of October 1989 personally appeared Rosalie E. Hollman and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 5-10 1993.

Carrier: ROSALIE E. HOLLMAN
(Print Name)

Date: October 16, 1989

Carrier: Rosalie E. Hollman
(Signature)

Notary: Sandra J. Gray
(Print Name)

Date: 10-16-89

Notary: Sandra J. Gray
(Signature)

County of Residence: Allen

Counterpart # 4

PETITION
FOR THE LEASE OF OFFICE SPACE
FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT

We, the undersigned taxpayers of the City of Fort Wayne, Indiana hereby request and petition that the City of Fort Wayne lease 3,000 square feet of office space as shown in Exhibit A attached hereto which office space is located at 321 East Washington Boulevard, Fort Wayne, Allen County, Indiana. Said office space is needed for the efficient operation of the Department of Neighborhood Code Enforcement.

PRINT NAME	SIGNATURE	ADDRESS	ZIP CODE	DATE
1 <u>GARY BAETEN</u>	<u>Gary Baeten</u>	<u>3013 LYNN AVE</u>	<u>46805</u>	<u>10/10/89</u>
2 <u>DEAORES K. DENSEL</u>	<u>Deaores K. Densel</u>	<u>4614 PLAZA DR.</u>	<u>46806</u>	<u>10/10/89</u>
3 <u>Angela K. Pannin</u>	<u>Angela K. Pannin</u>	<u>4102 Sherman Bl.</u>	<u>46808</u>	<u>10/10/89</u>
4 <u>NADEJDA ESHCOFF</u>	<u>Nadejda Eshcoff</u>	<u>1247 Maple</u>	<u>46807</u>	<u>10/10/89</u>
5 <u>WALTER BOECHERDING</u>	<u>Walter Boecherding</u>	<u>3319 Collegiate Ct.</u>	<u>46805</u>	<u>10/10/89</u>
6 <u>DANIEL AVERY</u>	<u>Daniel Avery</u>	<u>1229 CINDAMEN RD</u>	<u>46825</u>	<u>10/10/89</u>
7 <u>MARJORIE RASCHKE</u>	<u>Marjorie Raschke</u>	<u>3012 CLARA AVE</u>	<u>46805</u>	<u>10/10/89</u>
8 <u>F. JOHN ROGERS</u>	<u>F. John Rogers</u>	<u>4001 Old Mill Rd.</u>	<u>46807</u>	<u>10/10/89</u>
9 <u>KORETTA JOHNSON</u>	<u>Koretta J. Johnson</u>	<u>2426 Wench</u>	<u>46803</u>	<u>10/10/89</u>
10 <u>JULIUS BAETEN</u>	<u>Julius Baeten</u>	<u>3014 Charlotte</u>	<u>46805</u>	<u>10/10/89</u>
11 <u>PHILOSCHE BAETEN</u>	<u>Philosche Baeten</u>	<u>3019 Charlotte</u>	<u>46805</u>	<u>10/10/89</u>
12 <u>DIANNE BAETEN</u>	<u>Dianne Baeten</u>	<u>3013 Lynn Ave</u>	<u>46805</u>	<u>10/10/89</u>
13 <u>RICHARD M. ELLERMAN</u>	<u>Richard M. Ellerman</u>	<u>1244 Wood St.</u>	<u>46815</u>	<u>10/11/89</u>
14 _____	_____	_____	_____	_____
15 _____	_____	_____	_____	_____
16 _____	_____	_____	_____	_____
17 _____	_____	_____	_____	_____
18 _____	_____	_____	_____	_____
19 _____	_____	_____	_____	_____
20 _____	_____	_____	_____	_____

Before me, the undersigned, a Notary Public in and for the said County and State, this 16th day of October 1989 personally appeared Gary Baeten and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 5-10 1993.

Carrier: GARY BAETEN
(Print Name)

Date: OCTOBER 16, 1989

Carrier: Gary Baeten
(Signature)

Notary: Sandra J. Gray
(Print Name)

Date: 10-16-89

Notary: Sandra J. Gray
(Signature)

County of Residence: Allen

Counterpart # 5

PETITION
FOR THE LEASE OF OFFICE SPACE
FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT

We, the undersigned taxpayers of the City of Fort Wayne, Indiana hereby request and petition that the City of Fort Wayne lease 3,000 square feet of office space as shown in Exhibit A attached hereto which office space is located at 321 East Washington Boulevard, Fort Wayne, Allen County, Indiana. Said office space is needed for the efficient operation of the Department of Neighborhood Code Enforcement.

PRINT NAME	SIGNATURE	ADDRESS	ZIP CODE	DATE
1 <u>F. R. WOENKER</u>	<u>F. R. Woenker</u>	<u>316 W. THIRD ST</u>	<u>46807</u>	<u>10/9/89</u>
2 <u>Brian S. White</u>	<u>Brian White</u>	<u>5911 Oakmont Rd</u>	<u>46816</u>	<u>10/9/89</u>
3 <u>Patricia Hoppner</u>	<u>Patricia Hoppner</u>	<u>1406 Pine Valley</u>	<u>46815</u>	<u>10-9-89</u>
4 <u>THOMAS R. CAIN</u>	<u>Thomas Cain</u>	<u>1309-11 W. Jefferson</u>	<u>46802</u>	<u>10-9-89</u>
5 <u>LAWRENCE MAGLIOZZI</u>	<u>Lawrence Magliozzi</u>	<u>1306 Vabloska Ln.</u>	<u>46825</u>	<u>10-9-89</u>
6 <u>Kathleen Rumsey</u>	<u>Kathleen Rumsey</u>	<u>1108 Kensington Blvd</u>	<u>46805</u>	<u>10-9-89</u>
7 <u>Bruce Johnson</u>	<u>Bruce Johnson</u>			
8 <u>Bruce Johnson</u>	<u>Bruce Johnson</u>	<u>508 Watkins St.</u>	<u>46808</u>	<u>10-9-89</u>
9 <u>Wayne E. O'Brien</u>	<u>Wayne E. O'Brien</u>	<u>2109 Lindenwood</u>	<u>46808</u>	<u>10-9-89</u>
10 <u>GARY M. STAIR</u>	<u>Gary M. Stair</u>	<u>2525 KOLLIDGE DR.</u>	<u>46815</u>	<u>10/10/89</u>
11 <u>ALAN S. TEPER</u>	<u>Alan S. Teper</u>	<u>3623 Reed St</u>	<u>46806</u>	<u>10/10/89</u>
12				
13				
14				
15				
16				
17				
18				
19				
20				

Before me, the undersigned, a Notary Public in and for the said County and State, this 12 day of October 1989 personally appeared Above (F. R. Woenker) and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 2-7 1993

Carrier: F. R. WOENKER
(Print Name)

Date: 10-12-89

Carrier: F. R. Woenker
(Signature)

Notary: P. Ann Biancaniello
(Print Name)

Date: 10-12-89

Notary: P. Ann Biancaniello
(Signature)

County of Residence: Allen

Counterpart # 6

PETITION
FOR THE LEASE OF OFFICE SPACE
FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT

We, the undersigned taxpayers of the City of Fort Wayne, Indiana hereby request and petition that the City of Fort Wayne lease 3,000 square feet of office space as shown in Exhibit A attached hereto which office space is located at 321 East Washington Boulevard, Fort Wayne, Allen County, Indiana. Said office space is needed for the efficient operation of the Department of Neighborhood Code Enforcement.

PRINT NAME	SIGNATURE	ADDRESS	ZIP CODE	DATE
1 <u>Nancy A. Eagle</u>	<u>Nancy A. Eagle</u>	<u>3435 No. Highlands</u>	<u>46808</u>	<u>10-10-89</u>
2 <u>James P. Eagle</u>	<u>J. P. Eagle</u>	<u>3435 No. Highlands</u>	<u>46808</u>	<u>10-10-89</u>
3 <u>John A. Freehill</u>	<u>John A. Freehill</u>	<u>1637 Rumsey Ave.</u>	<u>46808</u>	<u>10-10-89</u>
4 <u>Fannie Freehill</u>	<u>Fannie Freehill</u>	<u>1637 Rumsey Ave.</u>	<u>46808</u>	<u>10-10-89</u>
5 <u>MARY ELLEN GARRARD</u>	<u>Mary Ellen Garrard</u>	<u>2521 N. Highlands</u>	<u>46808</u>	<u>10-10-89</u>
6 <u>William P. Green</u>	<u>William P. Green</u>	<u>2434 No. Highlands</u>	<u>46808</u>	<u>10-10-89</u>
7 <u>Tina A. Green</u>	<u>Tina A. Green</u>	<u>2434 No. Highlands</u>	<u>46808</u>	<u>10-10-89</u>
8 <u>TADD J. GARRHWILER</u>	<u>Tadd J. Garrhwiler</u>	<u>2022 ST. MARYS AVE</u>	<u>46808</u>	<u>10-11-89</u>
9				
10				
11 <u>ALBERT E. DIRIG</u>	<u>Albert E. Dirig</u>	<u>2430 Truett Dr</u>	<u>46808</u>	<u>10-11-89</u>
12 <u>BERNITA WEAVER</u>	<u>Bernita Weaver</u>	<u>2436 Prince-Ton Ave.</u>	<u>46808</u>	<u>10-11-89</u>
13 <u>MILLIE VOUGHT</u>	<u>Millie Vought</u>	<u>2509 N. Highlands</u>	<u>46808</u>	<u>10-11-89</u>
14 <u>WALTER R. VOUGHT</u>	<u>Walter R. Vought</u>	<u>2509 N. Highlands</u>	<u>46808</u>	<u>10-11-89</u>
15 <u>David L. Drury</u>	<u>David L. Drury</u>	<u>4446 Kenilworth</u>	<u>46806</u>	<u>10-12-89</u>
16 <u>MARY M. SUTER</u>	<u>Mary M. Suter</u>	<u>6116 RICHLAND</u>	<u>46804</u>	<u>10-12-89</u>
17 <u>LAWRENCE OROSCIO</u>	<u>Lawrence Orosco</u>	<u>1402 HOWELL ST</u>	<u>46808</u>	<u>10-12-89</u>
18 <u>JAN-L. TROOST</u>	<u>Jan-L. Troost</u>	<u>8218 S ANTHONY</u>	<u>46816</u>	<u>10-12-89</u>
19 <u>VANCELEE SHAFER</u>	<u>Vancelee Shafer</u>	<u>4601 Lafayette</u>	<u>46806</u>	<u>10-12-89</u>
20 <u>ROBERT L. PEARMAN</u>	<u>Robert L. Pearman</u>	<u>819 HOME AVE</u>	<u>46807</u>	<u>10-12-89</u>

Before me, the undersigned, a Notary Public in and for the said County and State, this 17th day of October 1989 personally appeared Nancy A. Eagle and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 5-10 1993.

Carrier: Nancy A. Eagle
(Print Name)

Date: 10-17-89

Carrier: Nancy A. Eagle
(Signature)

Notary: Sandra J. Gray
(Print Name)

Date: 10-17-89

Notary: Sandra J. Gray
(Signature)

County of Residence: Allen

Counterpart # 7

PETITION
FOR THE LEASE OF OFFICE SPACE
FOR THE DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT

We, the undersigned taxpayers of the City of Fort Wayne, Indiana hereby request and petition that the City of Fort Wayne lease 3,000 square feet of office space as shown in Exhibit A attached hereto which office space is located at 321 East Washington Boulevard, Fort Wayne, Allen County, Indiana. Said office space is needed for the efficient operation of the Department of Neighborhood Code Enforcement.

PRINT NAME	SIGNATURE	ADDRESS	ZIP CODE	DATE
1 RONALD R. FLETCHER	<i>Ronald R. Fletcher</i>	4102 PATRICK LN	46808	10/9/89
2 Kim M. Rome-James	<i>Kim M. Rome</i>	5625 Smith St.	46806	10/9/89
3 Mark Royse	<i>Mark Royse</i>	1209 Sheridan Ct.	46807	10/9/89
4 Rod McPherson	<i>Rod McPherson</i>	420 E. SHIPPO RD	46806	10-9-89
5 Trisha Gensic	<i>TRISHA GENSIC</i>	3617 Summit St.	46815	10-9-89
6 Lung Hany	<i>Lung Hany</i>	1014 Bethany Ln	46825	10-9-89
7 Jamie Kay Butler	<i>Jamie Kay Butler</i>	1818 Hale Ave	46802	10-9-89
8 SHARON A. BRYAN	<i>Sharon A. Bryan</i>	2509 Dodge Ave	46805	10-11-89
9 PATRICK FAHEY	<i>Patrick Fahey</i>	437 W. Fleming	46807	10-11-89
10 JOHN STAFFORD	<i>John Stafford</i>	2207 Owassa Way	46809	10-11-89
11 Kathy Meeks	<i>Kathy Meeks</i>	1922 Florida Dr.	46805	10-11-89
12 KAREN AIKEN	<i>Karen Aiken</i>	1625 COLUMBIA	46805	10-11-89
13 SHARON PARKS	<i>Sharon Parks</i>	2233 Florida Dr	46805	10-11-89
14 Marjorie Enders	<i>Marjorie Enders</i>	1818 Redmiller	46802	10-11-89
15 Linda Buskirk	<i>Linda Buskirk</i>	2544-Maple Pl.	46807	10/11/89
16 FATHERINE L. PRICE	<i>Fatherine Price</i>	3354 CARLTON AVE	46805	10-11-89
17 Patricia Lyons	<i>Patricia Lyons</i>	1203 Kensington Blvd	46805	10-11-89
18 DOUGLAS M. LEHMAN	<i>Douglas M. Lehman</i>	5735 OLD MILL RD	46807	10-11-89
19 GREGORY A. PURCELL	<i>Gregory A. Purcell</i>	802 W. TARKENTON	46807	10/11/89
20 DIANE BROWN	<i>Diane C. Brown</i>	5933 Sunnyside Wood Ct	46835	10-11-89

Before me, the undersigned, a Notary Public in and for the said County and State, this 9th day of October 1989 personally appeared Ronald R. Fletcher and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 9/14 1991.

Carrier: Ronald R. Fletcher
(Print Name)

Date: 10/9/89

Carrier: Ronald R. Fletcher
(Signature)

Notary: Kim M. James
(Print Name)

Date: 10/9/89

Notary: Kim M. James
(Signature)

County of Residence: Allen

Read the first time in full and on motion by GiaQuinta, seconded by James, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 11-14-89 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Bradley, and duly adopted, placed on its passage. PASSED ~~Lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>			<u>3</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD				<u>✓</u>
SCHMIDT				<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 11-28-89 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 198-89 on the 28th day of November, 1989.

Sandra E. Kennedy ATTEST Seal
SANDRA E. KENNEDY, CITY CLERK Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of November, 1989, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 5th day of December, 1989, at the hour of 12:30 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR



COMMUNITY & ECONOMIC DEVELOPMENT

MEMORANDUM

TO: City Council Members

FROM: Greg Purcell, Director, Community & Economic Development

DATE: November 13, 1989

SUBJECT: Lease of Office Space

Background

The Neighborhood Code Enforcement Department has been located at 124 West Wayne Street in leased space for the last 4 1/2 years. The current lease expires March 31, 1990 and in anticipation of the lease expiration, we have been exploring various space alternatives.

We have two problems with our current space that need to be addressed in our specifications for new space. The first need is for additional space. Since incorporating various inspection functions into Neighborhood Code Enforcement, we have added three new personnel (primarily transfer of personnel) which increased our space need from 2,327 to 3,000 square feet. We also need space for three part-time seasonal employees to conduct the weed enforcement program during the summer months.

The second need is to be located in a building which meets "barrier free design standards". Our present office space is located on the second floor of a building which is not equipped with an elevator. Therefore, access to our office is gained by negotiating two flights of stairs. Granted, the stairs are not a difficult task for most people, but they are extremely difficult for people with physical disabilities, respiratory, or heart problems. Barrier free design standards are also a "requirement" under federal law, and since our boarding and demolition activities utilize Community Development Block Grant funds, we come under this federal requirement.

Review of Alternatives

Attachment I is a comparison of space available that we examined in the downtown area. As you will note, the comparisons include not only cost per square foot, but parking, utilities, cleaning, and a determination of whether the space meets barrier free design standards.

Recommendation

State law requires us to circulate a petition and obtain the signature of at least 50 taxpayers in support of the space. We have completed that process, and the County Auditor has certified 83 valid signatures on the petition. The next step in the process is for the City Council to adopt a resolution verifying the need for the space. After Council approval of the resolution, we will hold a public hearing before the Board of Public Works to allow comment on the terms and conditions of the lease, after which it may be executed.

After rather extensive review of the alternatives, we believe the space at the Waterfield Building, first floor, on East Washington Street will best meet our needs at the most economical rate. We recommend Council adopt the resolution on this matter authorizing the Division of Community & Economic Development to proceed with the lease. Should you wish to review the existing and proposed new space for Neighborhood Code Enforcement, Gary Baeten would be more than happy to make arrangements to show you both buildings.

gb

cc: Gary Baeten

Enclosures: I Comparison of Space Cost
 II Lease Agreement
 III Resolution

LOCATION	COST PER SQ. FT.	PARKING	UTILITIES	CLEANING	HANDICAPPED ACCESS		TOTAL
					YES / NO		
Strauss Bldg S. Calhoun 6th floor	\$7.50/sf 3500 sf	\$500/month \$6,000/year	\$1.98/sf (\$575 per month)	Included	X		\$ 3,262/month \$39,150/year
Commerce Bldg W. Berry 4th floor	\$8.00/sf 3000 sf	\$500/month \$6,000/year	\$1.90/sf (\$475 per month)	Included	X		\$ 2,975/mth \$35,700/year
Macedonian W. Wayne 2nd floor	\$8.83/sf 2797 sf	\$500/month \$6,000/year	\$.82/sf (\$210 per month)	\$165/month \$1,980/year		X	\$ 2,933/month \$35,196/year
Macedonian W. Wayne 2nd floor	\$9.50/sf 2327 sf	\$500/month \$6,000/year	\$.32/sf (\$210 per month)	\$165/month \$1,980/year		X	\$ 2,717/month \$32,604/year
Waterfield E. Washington 1st floor	\$9.75/sf 3000 sf	Included	Included up to \$3.10/sf	Included	X		\$ 2,738/month \$32,850/year
Waterfield E. Washington 2nd floor	\$7.90/sf 4300 sf	Included	Included up to \$3.10/sf	Included		X	\$ 2,831/month \$33,972/year
F.I.C. Bldg W. Berry 4th floor	\$10.00/sf 3000 sf	\$450/month \$5,400/year	Included up to \$3.50/sf	Included		X	\$ 2,950/month \$35,400/year

OFFICE LEASE

THIS INDENTURE WITNESSETH that THOMAS E. KLEBER AND THOMAS E. KLEBER, JR., hereinafter referred to as "Landlord"), in consideration of the rent herein reserved and the covenants to be performed by CITY OF FORT WAYNE, DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT, (hereinafter referred to as "Tenant"), does hereby grant, demise, and lease to Tenant the following described premises upon the terms and conditions hereinafter set out:

ARTICLE I
Premises

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, 3,000 square feet of office space as shown on Exhibit A attached hereto and made a part hereof which part so leased is hereinafter referred to as "Premises", situated at 321 East Washington Boulevard, Fort Wayne, Allen County, Indiana (the entire building with its appurtenances is hereinafter referred to as "Real Estate").

ARTICLE II
Term

The term of this Lease shall be for five (5) years commencing on the 1st day of March, 1990 and ending on the 28th day of February, 1995. In the event Landlord is unable to deliver possession of the Premises at the commencement of the term, Landlord shall not be liable for any damage thereby nor shall this Lease be void or voidable but Tenant shall not be liable for any rent until either (i) the day Tenant's personnel first occupy a part of the Premises for carrying on the normal functions of Tenant's business in the Premises, or (ii) the 30th day following the giving by Landlord to Tenant of a written notice stating that the Premises are ready for occupancy by Tenant, whichever event first occurs.

ARTICLE III
Occupancy and Use

Section 3.1 Use and Occupancy. Tenant shall use and occupy the Premises for general office purposes and for no other purposes except with the prior written consent of the Landlord. Tenant shall use the Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Premises; shall comply with and obey all laws, regulations, or orders of any governmental authority or agency, directions of the Landlord, including building rules and regulations as changed or modified from time to time by Landlord on reasonable notice to Tenant, all of which are and will be a part of this Lease; shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Tenants or occupants of the building or injure or annoy them; and shall not do or permit anything to be done which will increase the rate of fire insurance upon the building. Landlord shall not be responsible to Tenant for the nonperformance by any other Tenant or occupant of the Real Estate of any of the rules and regulations, but agrees to take reasonable measures to assure such other Tenant's performance.

Section 3.2. Condition of Premises. Tenant agrees to accept the Premises in its present condition, except to the extent that Landlord concurrently with, or prior to, the execution of this Lease has agreed in writing to complete, perform alterations to, or repair the Premises. Any such agreement by the Landlord shall be evidenced by a writing signed by Landlord and Tenant. In such event, and upon Landlord's request therefor, Tenant agrees to execute and deliver to Landlord a written acceptance of the Premises following substantial completion of such work by Landlord and prior to occupancy of the Premises by Tenant. However, the act of taking possession of the

Premises shall always be conclusive evidence that the Premises were then in satisfactory condition.

ARTICLE IV Rent and Deposit

Section 4.1. Minimum Annual Rent. Tenant shall pay as rent for said Premises without relief from valuation and appraisement laws the sum of THIRTY-TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 (\$32,850.00) Dollars per annum payable in equal monthly installments of TWO THOUSAND SEVEN HUNDRED THIRTY-SEVEN AND 50/100 (\$2,737.50) Dollars in advance on the first day of each calendar month of the term at THOMAS E. KLEBER, P. O. BOX 11285, FORT WAYNE, INDIANA, 46857 or such other place as Landlord may from time to time designate in writing. In the event the tenancy commences on a day other than the first day of any calendar month, Tenant shall pay the prorata share of rent due for the unexpired time in the month in addition to the rent for the full month following such part of a month at the commencement of the term.

Section 4.2. Additional Rental. In addition to the rental set out in Section 4.1, Tenant agrees to pay the following without relief from valuation and appraisement laws:

The rent set forth in Section 4.1 is based on an assumed level of operating expenses for the building, the associated common area, and the underlying land and improvements. Tenant shall pay additional rent beginning April 1, 1991, during the lease term in an amount equal to the product of (i) the difference of (a) the actual Operating Expenses for the preceding calendar year per net usable square feet in the building, less (b) \$3.10 per square foot times (ii) 3,000 square feet.

Operating Expenses shall include all reasonable expenditures for real estate taxes, insurance, utilities, janitorial service, and the total aggregate of all those expenses incurred by Landlord in the year of reference in connection with the operation maintenance and repair of the real estate in accordance with sound management and accounting principles and practices generally accepted with respect to the operation, maintenance and repair of first class office buildings in Fort Wayne, Indiana, but not including expenditures for capital improvements.

On or before March 1 of each calendar year, Landlord shall provide Tenant a statement of the additional rent, if any, due and payable by Tenant under this paragraph on April 1 of such year, together with a statement showing in reasonable detail the actual operating expenses for the building paid or incurred by the Landlord in the preceding calendar year. In the event that the Tenant has any questions concerning the correctness of the amount of operating expenses shown in such statement, Tenant shall have the right, at its own expense, to have an audit of the Landlord's records relating to such operating cost escalation made by a Certified Public Accountant. If such an audit reflects an error of five (5%) or more, then Landlord will reimburse Tenant the cost of the audit as well as adjusting charges hereunder accordingly.

Landlord's statement of additional rent shall be conclusive and Tenant shall pay any additional rent following billing therefor within thirty days of receipt of said statement.

Section 4.3. Security Deposit. Tenant has herewith deposited with the Landlord the sum of ---0----- (\$-----0-----). Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease, and may be applied by Landlord, in whole or in part, for the payment of any past due rent or other money, damage or loss which may be sustained by Landlord because of a breach of this Lease by Tenant. In the event of any such application by Landlord, Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount of cash to restore the security to the original sum deposited. Such deposit shall be returned to tenant upon termination of Tenant's occupancy hereunder, provided

Tenant has complied with all of the terms, covenants and conditions of this lease, including those relating to the condition in which the Premises shall be left by Tenant. Landlord may deliver such deposit to any purchaser or other transferee of Landlord's interest in the Real Estate, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

ARTICLE V Services, Alterations and Repairs

Section 5.1. Services. Provided that Tenant shall not be in default hereunder and subject to the provisions elsewhere contained in this Lease, Landlord will furnish such heat, air conditioning, electricity (at an annual rate of four watts per square foot) and water and such elevator and janitorial service as is reasonably necessary for the comfortable use and occupation of the Premises during normal business hours on all generally recognized business days, but no failure to furnish heat, air conditioning, electricity, water, elevator or janitorial service except as the result of the neglect of Landlord and no interruption or suspension of any such service when necessary by reason of governmental regulation, labor disputes, civil commotion or riot, accident or emergency, or for repairs, alterations or improvements considered desirable or necessary by Landlord or for any other reason beyond the control of Landlord shall be construed as an eviction of Tenant or work an abatement or diminution of rent or render Landlord or its agents or employees liable for damages either to person, business or property suffered by Tenant, its employees, licensees or invitees by reason of any such failure, or release Tenant from any of its obligation under this Lease. In the event Landlord believes that Tenant's use of electricity is excessive, Landlord shall employ an electrical expert who will render an opinion as to the quantity of electricity used by Tenant on an annual basis, as compared to normal usage. Tenant agrees to pay as additional rent for such excessive electricity an amount equal to Landlord's cost of providing such excess electricity. Tenant shall also pay the cost of such survey if Tenant's use is in excess of four watts per square foot. In the event an electrical current can no longer be furnished by Landlord and included with the rent set out in Article IV, Tenant shall procure its own electricity and the rent set out in Article IV shall be adjusted by Landlord to reflect the savings to Landlord from not providing such electrical service.

Landlord shall not in any way be liable or responsible to Tenant for any loss or damage or expense which Tenant may sustain or incur if during the term of this Lease and beyond Landlord's control, either the quality or character of electric current is changed or is no longer available or suitable for Tenant's requirements.

Section 5.2. Alterations to Premises. Landlord shall not be obligated to make any alterations, additions, repairs, improvements or decorations to the Premises except as specifically provided for herein or as specifically agreed by and between Landlord and Tenant in a separate writing as provided in Section 3.2. In the event any such alterations, additions, repairs, improvements or decorations are made upon written request by Tenant approved by Landlord, such alterations, additions, repairs, improvements or decorations shall be made by Landlord or by someone under Landlord's supervision and control at the sole expense of Tenant, and upon billing therefor by Landlord, Tenant shall promptly remit the amount of such expense. No alterations or additions shall be made to the Premises by Tenant nor shall Tenant affix or cause to be affixed to the Real Estate or Premises, including the windows, any sign, advertisement or notice without the written consent of Landlord. In the absence of a written agreement to the contrary, all alterations, repairs or improvements except unattached movable trade fixtures, office furniture and equipment of Tenant shall be and remain the property of Landlord.

Section 5.3. Repair of Premises. Landlord agrees to repaint Tenant's premises as deemed necessary by Landlord but in no event shall Landlord maintain the interior of the Premises in a condition less comparable to first class office space, and to maintain the exterior and structure of the Real Estate in a manner compatible with good quality office space as deemed necessary by Landlord. From and

after commencement of the term, Tenant shall at all times at Tenant's sole cost and expense keep the Premises and every part thereof in good condition and repair, ordinary wear and tear and casualty excepted and shall be responsible to Landlord for all damages to the Premises in excess of ordinary wear and tear, except as otherwise provided in this lease.

ARTICLE VI Liens

Tenant shall keep the Premises demised hereunder free from any liens, including but not limited to mechanic's liens. In the event any lien attaches to the Premises by virtue of an act or failure to act on the part of Tenant, Landlord shall have the right, but no obligation to pay the amount of such lien to cause its release and such amount shall be considered additional rent to be paid to it by Tenant on demand with interest at 10% per year from the date of recording of the lien. All liens and encumbrances created or suffered by Tenant shall attach to Tenant's interest only.

ARTICLE VII Landlord's Non-Liability and Indemnification of Landlord

Section 7.1. Non-Liability of Landlord. Landlord or its agents shall not be liable for any injury or damage to persons or property other than the property of Tenant, resulting from any cause whatsoever unless caused by or due to the negligence of Landlord or breach of this Lease, its agents, servants, or employees. Landlord or its agents shall not be liable for any damage or loss to property of Tenant however caused.

Section 7.2. Indemnification to Landlord. Tenant covenants to indemnify and save Landlord and/or its agents harmless from and against any and all liability, damages, expenses, fees, penalties, actions, causes of actions, suits, costs, claims, or judgments arising from injury during the term to persons or property within or without the Premises occasioned wholly or in part by any act or acts, omission or omissions of Tenant, its agents, servants, contractors, employees, visitors or licensees occurring on the Premises.

ARTICLE VIII Waiver of Subrogation

Tenant and Landlord agree that insurance carried by either of them against loss or damage by fire or other casualty shall contain a clause whereby the insurer waives its rights to subrogation against the other party. Each party's obligation will be contingent upon his insurance carrier's consent. Upon request, each party agrees to furnish evidence of such waiver to the other party.

ARTICLE IX Holding Over

Tenant shall pay Landlord for each day Tenant retains possession of the leased Premises or part thereof after termination hereof, by lapse of time or otherwise, double the amount of the daily fixed rental, based upon the rent in effect on the last day prior to the date of such termination, as adjusted in accordance with the terms of this Lease, and also pay all damages sustained by Landlord by reason of such retention, including reasonable attorneys' fees, or, if Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute renewal of this Lease for a period from month to month, but if the Landlord does not so elect, acceptance by Landlord of rent after such termination shall not constitute a renewal; this provision shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

ARTICLE X
Rights Reserved to Landlord

Landlord reserves and shall at all times have the reasonable right to re-enter the Premises in any emergency and also to inspect the same, and to alter, improve, or repair the Premises and any portion of the Real Estate of which the Premises are a part, without abatement of rent. In the case of emergency, Tenant hereby waives as against Landlord any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. Landlord shall also have the reasonable right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor, to change the arrangement and/or location of public entrances or passageways, public doors and doorways, and public corridors, elevators, mechanical areas and rooms, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the Real Estate is commonly known.

ARTICLE XI
Insolvency or Bankruptcy

The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors or any action taken or suffered by Tenant under any insolvency, bankruptcy or reorganization act, shall constitute a breach of this Lease by Tenant. In no event shall this Lease be assigned or assignable of operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

ARTICLE XII
Default

In the event of any breach of this Lease by Tenant after ten days' written notice (except there shall be a five (5) day requirement for notice for failure to pay rent) Landlord, besides any other rights or remedies it may have by law or otherwise, shall have the immediate right of re-entry and may remove all persons and property from the Premises. Such property may be removed and stored at the cost of and for the account of Tenant. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or may, from time to time, without terminating this Lease, relet said Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other reasonable terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable with the right to make alterations and repairs to said Premises. Upon each such reletting (a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the cost and expense of such reletting and of such alterations and repairs incurred by Landlord, and the amount if any, by which the rent reserved in this Lease for the period of such reletting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period of such reletting; or (b) at the option of Landlord rents received by Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy Landlord may have, Landlord may

recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the Premises, and including the rent reserved and charged in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable along with attorney's fees from Tenant to Landlord, and Landlord shall have no obligation to relet.

ARTICLE XIII Damage by Fire and Eminent Domain

If, during the term of this Lease, the Premises are damaged or made untenable by fire or other casualty, cause, condition or thing whatsoever, or the Real Estate in which the Premises are located is substantially damaged or made untenable from fire or other casualty, cause, condition or thing whatsoever, whether or not the Premises are damaged, and the Landlord shall determine not to restore it, Landlord may, by notice to Tenant given within sixty (60) days after such damage, terminate this Lease. In such case Tenant shall pay the rent apportioned to the time of damage and shall immediately surrender the Premises to the Landlord upon Landlord's request therefore. Unless the Lease is terminated as hereinbefore provided, Landlord shall substantially restore the Premises with reasonable diligence. If as a result of a fire or other casualty, cause, condition or thing whatsoever a substantial amount of the public space of the Real Estate containing the Premises is damaged to such extent as to substantially interfere with Tenant's use of the Premises, or if the Premises are made partially or wholly untenable, and in either case if the Landlord fails, within ninety (90) days after Landlord is able to take possession of the damaged space and Premises, to restore the damaged space to eliminate substantial interference with Tenant's use of the Premises, or to substantially restore the Premises, either the Landlord or the Tenant may terminate this Lease as of the end of said ninety (90) days by notice to the other given not later than thirty (30) days after the expiration of said ninety (90) day period. In all cases, due allowance shall be made for reasonable delays caused by adjustment or insurance loss, strikes, labor difficulties or any cause beyond the Landlord's reasonable control. Landlord shall have no duty to restore, repair or replace Tenant's fixtures or improvements, including, but not limited to, wall and floor coverings, light fixtures, built-in cabinets and bookshelves. Notwithstanding any of the foregoing, Tenant shall not have the right to terminate this Lease and rent shall in no event abate if such fire or other casualty, cause, condition or thing was caused by the act or neglect of Tenant, its employees or agents.

If, during the term of this Lease, all or a substantial part of the Premises or (at the option of the Landlord, if a substantial part of the Real Estate in which the Premises are located (whether or not the Premises are affected) shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon and not before the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award to or for the benefit of the Tenant. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Real Estate, or if the grade of any street or alley adjacent to the Real Estate is changed by any competent authority and such partial taking or change of grade makes it necessary or desirable to remodel the Real Estate to conform to the taking or changed grade, Landlord shall have the right to cancel this Lease upon not less than ninety (90) days prior written notice to Tenant. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Landlord to the Tenant for the right of cancellation, and the Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade.

ARTICLE XIV
Surrender of Premises

At the end of the term or any renewal thereof or other sooner termination of this Lease, the Tenant will peaceably deliver up to the Landlord possession of the Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, ordinary wear and tear and damage by fire, earthquake, Act of God, or the elements alone excepted. Upon the termination of this Lease, Tenant shall, at Tenant's sole cost, remove all counters, trade fixtures, office furniture and equipment installed by Tenant, unless otherwise agreed to in writing by Landlord. Tenant shall also repair any damage caused by such removal. Property not so removed shall be deemed abandoned at the termination of this Lease by the Tenant and title to the same shall thereupon pass to Landlord. Tenant shall indemnify the Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation, any claims made by any succeeding Tenant founded on such delay.

ARTICLE XV
Waiver

The waiver by Landlord of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE XVI
Notices

All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be sent by United States certified or registered mail, postage prepaid, addressed to the Tenant at CITY OF FORT WAYNE, DEPARTMENT OF NEIGHBORHOOD CODE ENFORCEMENT, 321 EAST WASHINGTON BOULEVARD, FORT WAYNE, INDIANA 46802 and addressed to the Landlord at THOMAS E. KLEBER, P. O. BOX 11285, FORT WAYNE, INDIANA 46857 or to such other firm, or to such other place as Landlord may from time to time designate in writing.

ARTICLE XVII
Abandonment

If Tenant shall abandon or vacate the Premises before the end of the term or any other event shall happen entitling Landlord to take possession thereof, Landlord may take possession of said Premises, relet the same without such action being deemed an acceptance of a surrender of this Lease or in any way terminating the Tenant's liability hereunder, and Tenant shall remain liable to pay the rent herein reserved less the net amount actually realized from such reletting after deduction of any expenses incident to such repossessions and reletting.

ARTICLE XVIII
Assignment and Subletting

Tenant shall not assign this lease nor sublet the Premises in whole or in part without the Landlord's written consent, which will not unreasonably be withheld.

ARTICLE XIX
Miscellaneous Provisions

Section 19.1. Governing Law. This Lease shall be governed by the laws of the State of Indiana.

Section 19.2. Writing Controls. It is agreed that Landlord has not made any statement, promise or agreement or taken upon itself any engagement whatever verbally or in writing in conflict with the terms of this Lease or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions and that no obligations of Landlord shall be implied in addition to the obligations herein stated.

Section 19.3. Air and Light. This Lease does not grant or guarantee Tenant a continuance of light and air over any property adjoining the Leased Premises.

Section 19.4. Quiet Possession. Landlord covenants that Tenant, upon paying the rent herein provided and performing all the covenants of this Lease by it to be performed, shall have quiet possession of the Premises during the term hereof.

Section 19.5. No Option. Submission of this Lease for examination or signature by Tenant does not constitute a reservation or option for the Premises. This instrument becomes effective as a Lease only upon execution and delivery by both Landlord and Tenant.

Section 19.6. Short Form Lease. At the request of either party, the parties agree to execute and record a Short Form of this Lease.

Section 19.7. See Rider attached hereto and made a part of this lease for additional provisions.

IN WITNESS WHEREOF, the parties have executed this Indenture of Lease this _____ day of _____, 19_____.

LANDLORD: THOMAS E. KLEBER AND
THOMAS E. KLEBER, JR.

TENANT: CITY OF FORT WAYNE, DEPT.
OF NEIGHBORHOOD CODE
ENFORCEMENT

By: _____
Thomas E. Kleber

By: _____

By: _____
Thomas E. Kleber, Jr.

RIDER

Consisting of 1 typewritten page and annexed to and forming a part of the Lease dated _____, 1989, between Thomas E. Kleber and Thomas E. Kleber, Jr., as Landlord, and City of Fort Wayne, Department of Neighborhood Code Enforcement, as Tenant.

1. Landlord shall provide during the initial term or extended terms of this Lease, at no additional expense to Tenant, ten (10) double parked (5 car behind 5 car) designated parking spaces at the southeast corner of the parking lot just east of the building in which the demised premises are located.
2. Landlord at Landlord's cost and expense shall construct the Tenant Improvements as described in Exhibit B attached hereto, and made a part of this Lease. Any additional improvements or changes not shown on Exhibit B shall be at Tenant's expense.
3. Any telephone or computer wiring required shall be done at Tenant's expense.
4. At the expiration of the initial term of this Lease, Tenant shall have the right to renew this Lease for one (1) additional term of five (5) years. Tenant shall give Landlord written notice at least ninety (90) days prior to the expiration of the initial term. The renewal term shall be on the same terms and conditions as provided for in the initial term except that the base rental shall be increased as follows:

The minimum annual rental for the renewal term shall be the same as for the initial term of the Lease; provided, however, that in the event of a change in the "Consumer Price Index" published by the United States Department of Labor, Bureau of Labor Statistics, All Consumers (CPI-U) All Items (1982-100) as measured between its level as calculated for the month of March, 1990, and its level as calculated for the final month of the initial lease term, then the minimum annual rental payable during the renewal term shall be increased by the same percentage of increase, if any, or four (4%) percent for each year of the original lease term, which ever amount is less.

The amount of increase so determined shall be paid by Tenant, together with the base rent, for each month of the renewal period, payable in equal installments of 1/12 of said increase.

In no event shall the amount of additional rent reduce the total monthly rent as noted in Article IV above; and, in all events, the Additional Rental as provided in Section 4.2 will continue to be due and payable during the renewal period.

5. Tenant may move into space two weeks early on February 15, 1990 and during the two week period pay only the expense stop portion of the Lease which would be \$3.10/s.f. x 3,000 s.f., or \$387.50, due with the first month's rental on March 1, 1990.
6. This Lease is subject to the Landlord purchasing this property by October 16, 1989. If such purchase does not take place by October 16, 1989, then this Lease is considered null and void by both parties.

LANDLORD:

TENANT:

By: _____

By: _____

By: _____

RULES AND REGULATIONS

1. Tenants are prohibited from displaying any sign, picture, advertisement or notice on the inside or outside of the building or the leased premises except the usual name signs on the doors leading to the leased premises, which shall conform to the requirements of the Building Management, and excepting also the name strips on the directory board of the building. The directory board of this building will be maintained by the Landlord. The Landlord will contract to have Tenant's name stenciled on the glass sidelight at the entrance door. Tenant will be charged for this stencil work.
2. Tenants are prohibited from installing additional locks upon any of the doors or having duplicate keys made for any of the doors leading to the leased premises. (All necessary keys will be furnished by the Landlord upon receipt of a deposit charge of \$1.00 per key to be refunded to Tenant when keys are returned.)
3. No person shall be employed by the Tenant to do janitor work in said leased premises, and no persons other than the janitors of said building shall clean said premises, unless the Landlord shall in writing consent thereto. Any person employed by the Tenant, with the Landlord's consent to do janitor work, shall, while in said building and outside of the leased premises, be subject to and under the control and direction of the Manager of said building but shall not be an agent or servant of said Manager or of the Landlord.
4. The Landlord and its agents may retain a pass key to the premises and shall have the right to enter the leased premises at all reasonable hours for the purpose of examining the same.
5. If the Tenant desires telegraph or telephone connections or the installation of any other electric wiring, the Landlord will, upon receiving a written request from the Tenant, direct the electricians as to where and how the wires are to be introduced and run, and without such directions no boring, cutting, or installation of wires will be permitted.
6. No bicycle or other vehicle, and no animal shall be brought into the offices, halls, corridors, elevators, or other parts of said building by the Tenant, his agents, or employees.
7. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
8. No person shall disturb the occupants of this or any adjoining building or premises.
9. The premises leased shall not be used for lodging, sleeping or cooking nor for any immoral or illegal purposes or for any purpose that will damage the premises or the reputation of the building.
10. Any and all maintenance repairs, replacements to electrical, heating, air conditioning, water and plumbing systems in this building shall be made or done only by persons authorized by Landlord.
11. The entrances, corridors, passages, stairways and elevators shall be under the exclusive control of the Landlord and shall not be obstructed or used by the Tenant for any other purposes than ingress and egress to and from the leased premises.
12. Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall cooperate to prevent the same.

13. The Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be needful and proper, and upon delivery of the same to the Tenant, they shall become binding upon the parties hereto.

14. There will be no smoking allowed in all common areas, including break room, restrooms, and hallways.

15. Tenant and its employees will follow all rules posted in the break room, and furnish all its own beverages and supplies for the break room. Tenant will have use of all appliances in the break room excepting the coffee maker.

N O T A R Y

STATE OF)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said county and state, this _____ day of _____, 19_____, personally appeared _____

the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

My commission expires: _____
Notary Public

(ABOVE ACKNOWLEDGEMENT FOR LANDLORD)

STATE OF)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said county and state, this _____ day of _____, 19_____, personally appeared _____ and _____

_____, to me known, and known by me to be the persons, who as _____ and _____ respectively, of _____

the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign the same in the name and on behalf of said corporation as such offices, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the date above written.

My commission expires: _____
Notary Public

(ABOVE ACKNOWLEDGEMENT TO BE USED BY TENANT IF A CORPORATION)

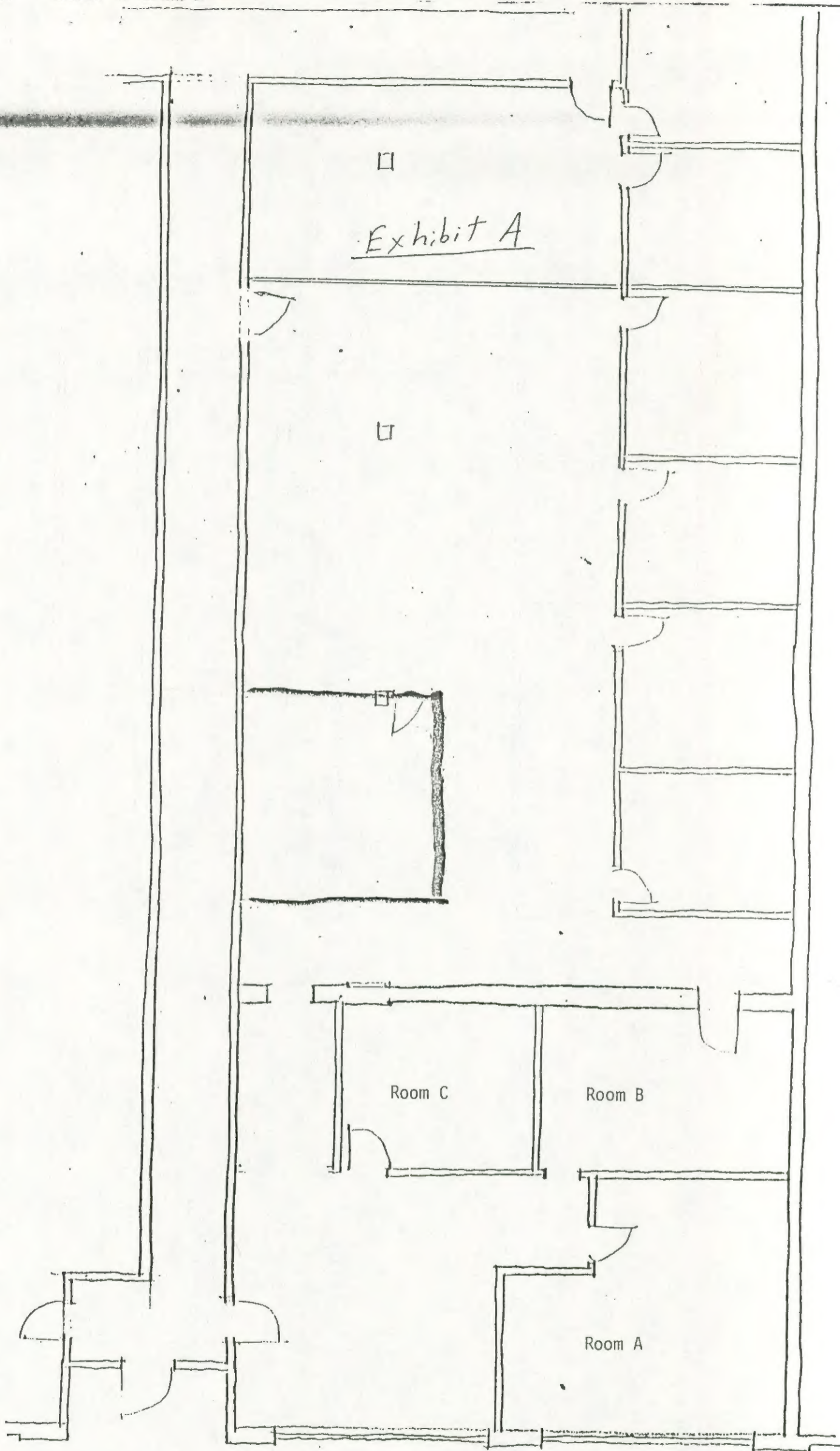
STATE OF)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared the above named _____ who acknowledged that (he) (they) did sign the foregoing instrument and that the same is (his) (their) free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and fixed my notarial seal, this _____ day of _____, 19____.

My commission expires: _____
Notary Public

(ABOVE ACKNOWLEDGEMENT TO BE USED BY TENANT IF AN INDIVIDUAL)



RENTAL SPACE "E"

321 E. WASHINGTON

1/8" = 1'-0"

3000 SQ FT

AUG 3, 1989

EXHIBIT B

Tenant Improvements

In all areas except what is circled in green on Exhibit A, the following tenant improvements will be made by Landlord:

1. Install new 2' x 4' x 5/8" white standard ceiling panels and clean ceiling grids.
2. All electric poles to be removed. 36 duplex outlets presently installed on pillars and existing walls. Six additional duplex outlets to be installed on new exterior walls. If any additional outlets needed, the cost is \$50.00 each and to be paid by Tenant.
3. New carpet at \$15.00/sq. yd. installed.
4. Repaint existing offices and paint new demising walls.
5. New 4-bulb drop in fluorescent lights.

The following work will be completed in the three rooms outlined in green on Exhibit A attached hereto:

- | | |
|--------|--|
| Room A | Clean wallpaper and carpet. |
| Room B | Clean wallpaper and carpet. If wallpaper cannot be cleaned satisfactorily, then those walls must be painted. |
| Room C | Clean wallpaper, carpet and paint walls. |

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE ORDINANCE

S-89-11-20

DEPARTMENT REQUESTING ORDINANCE COMMUNITY AND ECONOMIC DEVELOPMENT

SYNOPSIS OF ORDINANCE ORDINANCE APPROVING THE LEASING OF 3,000 sq. feet
of office space at 321 E. Washington Boulevard, Fort Wayne, Indiana
for the purposes of operating the Department of Neighborhood
Code Enforcement.

EFFECT OF PASSAGE Space can be leased

EFFECT OF NON-PASSAGE Space cannot be leased

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$32,850.00 per year

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. S-89-11-20

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) XXXXXXXXXX (RESOLUTION) approving the need
for the City of Fort Wayne to lease 3,000 sq. feet of office
space for the operation of the Department of Neighborhood Code
Enforcement

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION) _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Mark E. GiaQuinta

Thomas C. Henry

W. Schmidt

Janet H. Bradbury

DATED: 11-28-85.

Sandra E. Kennedy
City Clerk